

STATE OF SOUTH CAROLINA,)

BOOK 1058 PAGE 31

County of Greenville

To all Whom These Presents May Concern:

WHEREAS I, William E. Spradlin, am well and truly indebted to J. W. Pitts in the full and just sum of Two Thousand and No/100-----(\$ 2,000.00) Dollars, in and by my certain promissory note in writing of even date herewith, due and payable as follows:

Due and payable on or before one (1) year from date, with the right to anticipate payment of the whole or any part of the principal without penalty,

with interest from date at the rate of six and one-half (6-1/2%) per centum per annum until paid; interest to be computed and paid annually and if unpaid when due to bear interest at same rate as principal until paid, and I have further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That I, the said William E. Spradlin

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me in hand well and truly paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

J. W. Pitts, his heirs and assigns forever:

All that certain piece, parcel, or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 262 of a subdivision known as Sector V, Botany Woods according to a plat thereof prepared by Piedmont Engineering Service, May 1961, and recorded in the R. M. C. Office for Greenville County in Plat Book YY at Pages 6 and 7, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Riviera Drive at the joint front corner of Lots Nos. 262 and 263, and running thence with the joint line of said lots, S. 4-20 E. 123.8 feet to an iron pin at the corner of Lots 262, 263 and 261; thence with the line of Lot 261, S. 87-00 E. 140 feet to an iron pin on the western side of Howell Road; thence with the western side of said Howell Road, N. 0-38 E. 100 feet to an iron pin at the intersection of Howell Road and Riviera Drive; thence with the curve of said intersection, the chord of which is N. 43-36 W. 35.9 feet to an iron pin on the southern side of said Riviera Drive; thence with the southern side of said Riviera Drive, N. 87-51 W. 125.6 feet to the beginning corner; being the same conveyed to me by the mortgagee by deed of even date to be recorded herewith.

It is understood and agreed that this mortgage is junior in lien to that certain mortgage in favor of First Federal Savings and Loan Association of Greenville in the original amount of \$23,000.00, recorded in the R. M. C. Office for Greenville County in Mortgage Book 1040 at Page 422.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the same belonging or in any way incident or appertaining, including all heating, plumbing and electrical fixtures, and any other equipment or fixtures now or hereafter attached, connected or fitted in any manner, it being the intention of the parties hereto that all such fixtures and equipment, other than household furniture, be considered a part of the realty.

TO HAVE AND TO HOLD, all and singular the said premises unto the said

J. W. Pitts, his

Heirs and Assigns forever.

And I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, his Heirs and Assigns, from and against me, my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

Witness
Mrs J. W. Pitts

Paid in full,
6-22-68
J. W. Pitts

RECORDED AND CANCELLED OF RECORD
10th DAY OF July 1968
Ollie Arpworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
1:49 O'CLOCK P. M. NO. 797